



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

The Department of Justice and Constitutional Development invites all interested parties that are registered on SITA Contract RFB 1183/2014 to submit bids for requirements as stipulated below:

DOCUMENT NUMBER:	RFQ 06 – 2022 SITA RFB 1183/2014
RFB ISSUE DATE:	13 September 2022
RFQ CLOSING TIME AND DATE:	04 October 2022 @ 11:00 am
RFQ VALIDITY PERIOD:	120 Days (from RFQ closing date)
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING OF ICT CENTRAL SUPPORT SERVICES, FOR A PERIOD OF 3 YEARS
PERIOD:	THREE (3) YEARS (INCLUSIVE OF ONE MONTH TRANSITIONING-IN AND ONE MONTH TRANSITIONING-OUT SERVICES WITHIN THE PERIOD).
BRIEFING SESSION TIME AND DATE:	Non-Compulsory Virtual Briefing Session There will be non-compulsory Virtual Briefing Session on the 20 SEPTEMBER 2022 at 10:00 am Ms link is posted on the Doj&cd website (www.justice.gov.za) to access the Virtual Briefing Session
RESPONSES TO THIS RFQ MUST BE HAND-DELIVERED TO:	Physical Address for Hand Delivery: The Tender Box, Momentum Centre, 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001
ENQUIRIES:	E-Mail all enquiries to SCM@justice.gov.za

12 September 2022

SECTION 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

BID NUMBER:	RFQ 05 – 2022 SITA RFB 1183 / 2013	CLOSING DATE:	04 October 2022	CLOSING TIME:	11:00 am
-------------	---------------------------------------	---------------	-----------------	---------------	----------

DESCRIPTION APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING OF ICT CENTRAL SUPPORT SERVICES, FOR A PERIOD OF 3 YEARS

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001 (Reception / Entry Point of DOJ&CD entrance)

BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO **TECHNICAL ENQUIRIES MUST BE DIRECTED TO:**

CONTACT PERSON	Supply Chain Management	CONTACT PERSON	Supply Chain Management
TELEPHONE NUMBER	N/a	TELEPHONE NUMBER	N/a
FACSIMILE NUMBER	N/a	FACSIMILE NUMBER	N/a
E-MAIL ADDRESS	SCM@Justice.gov.za	E-MAIL ADDRESS	SCM@Justice.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE	TAX COMPLIANCE		OR	CENTRAL SUPPLIER	MAAA

STATUS	SYSTEM PIN:		DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[AN ORIGINAL OR CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ DTI SWORN AFFIDAVIT AS PRESCRIPT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

SECTION 2 - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS

OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION 3 - SCM PRE-QUALIFICATION CRITERIA – DOCUMENTS THAT MUST BE SUBMITTED FOR SCM COMPLIANCE

All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase bidders' response will be evaluated based on compliance with the listed administration bid requirements.

DOCUMENT THAT MUST BE SUBMITTED	DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER
BRIEFING SESSION	None compulsory virtual briefing session will be held. All enquiries can be sent to SCM@justice.gov.za
PACKAGING OF BID DOCUMENTS	The envelope or packaging with the bid document must be marked properly using the information (bid number and description).
INVITATION TO BID – SBD 1	Complete and sign the supplied pro forma document
BIDDER'S DISCLOSURE – SBD 4	Complete and sign the supplied pro forma document
SBD 6.1 PREFERENTIAL PROCUREMENT PREFERENCE POINTS	Complete and sign the supplied pro forma document
COMPULSORY SUB-CONTRACTING	<p>If the prime bidder is classified as a GEN organization, then the prime bidder must sub-contract 30% of services to an EME and/or QSE in a form of development partner or incubation program.</p> <p>If the prime bidder is classified as QSE/EME organization, then QSE/EME prime bidder is not compelled to sub-contract as per Preferential Procurement Regulations of 2017.</p>
ACCREDITATION ON SITA TRANSVERSAL FRAMEWORK CONTRACT 1183/2013	<p>Bidders must be accredited on the SITA 1183/2013 for the following services:</p> <p>A. ICT Management Services</p> <p>1. ICN #: 81112011-001 ICT Management – Technical Management</p>

DOCUMENT THAT MUST BE SUBMITTED	DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER
	<p>2. ICN #: 81112011-002 ICT Management – Functional Support Management</p> <p>3. ICN #: 81112011-003 ICT Management – Contract Management</p> <p>4. ICN #: 81112011-004 ICT Management – Project Management</p> <p>5. ICN #: 81112011-009 ICT Management – Quality Management</p> <p>B. Data Centre Services</p> <p>1. ICN #: 81112011-0051 Data Centre – Data Centre Architecture Planning and Design</p> <p>2. ICN #: 81112011-0052 Data Centre –Datacentre Recovery and Business Continuity</p> <p>3. ICN #: 81112011-0054 Data Centre – Software Support and Maintenance</p> <p>4. ICN #: 81112011-0055 Data Centre –Datacentre Support and Maintenance</p> <p>5. ICN #: 81112011-0056 Data Centre – Data Centre Operations</p> <p>C. Communication and Network Services</p> <p>1. ICN #: 81112011-0057 Communication Network – WA/VPN Planning and Design</p> <p>2. ICN #: 81112011-0058 Communication Network – WAN/VPN Development and Implementation</p> <p>3. ICN #: 81112011-0059 Communication Network - WAN/VPN Maintenance</p> <p>4. ICN #: 81112011-0060 Communication Network – Network Monitoring and Management</p> <p>5. ICN #: 81112011-0062 Communication Network – Telecommunication</p> <p>D. ICT Service Support Management</p> <p>1. ICN #: 81112011-0046 ICT Services Support Management – Problem Management</p> <p>2. ICN #: 81112011-0047 ICT Services Support Management – Incident Management</p>

DOCUMENT THAT MUST BE SUBMITTED	DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER
	<p>3. ICN #: 81112011-0048 ICT Services Support Management – ICT Configuration Management</p> <p>4. ICN #: 81112011-0049 ICT Services Support Management – Performance and Capacity Management</p> <p>5. ICN #: 81112011-0050 ICT Services Support Management – Change and Release Management</p> <p>E. Specialised Business Solutions</p> <p>1. ICN#: 81112011-0022 Business Solutions Delivery – Business Intelligence</p> <p>2. ICN#: 81112011-0025 Business Solutions Delivery Specialised – Knowledge Management</p> <p>3. ICN#: 81112011-0027 Business Solutions Delivery – Service Delivery (SLA) Management</p> <p>4. ICN#: 81112011-0028 Business Solutions Delivery - Capacity Planning and Availability Management</p> <p>F. Business Planning and Development</p> <p>1. ICN#: 81112011-0010 Business Planning & Development – ICT Strategic Consulting</p> <p>2. ICN#: 81112011-0015 Business Planning & Development – Information Technology Architecture</p> <p>NB : In an instance the main bidder is not accredited across all the above mentioned ICN numbers, bidder are advised to enter into a partnership / Joint Venture agreement / sub-contract with those accredited to ensure fully compliance with SITA regulations.</p> <p>Failure to fully comply with this requirement, bidder (s) will be disqualified from the evaluation process.</p>
GOOD STANDING ON TAX AFFAIRS	The bidder (including the sub-contractor where applicable) must be in good standing with SARS in respect of any relevant legislative tax commitments and must provide together with the bid response a SARS pin number for verification purposes.
TWO ENVELOPE SYSTEM	Prospective bidders are expected to package separate submissions in respect of the technical and financial proposals

SECTION 4 - EMPOWERMENT THROUGH SUBCONTRACTING

**DETAILS OF THE NOMINATED SUB-CONTRACTOR / DEVELOPMENT PARTNER
(if nominating more than 1 sub-contractor please duplicate this page)**

1	Name of Subcontractor	
2	Registration Number	
3	Vat registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	SARS pin number	
12	BBBEE level	

DECLARATION

I, the undersigned (name).....
 certify that the information furnished above is correct. I confirm that I subscribe and I will accept to the conditions of "EMPOWERMENT THROUGH MANDATORY SUBCONTRACTING". I accept that the state may reject the bid or act against me should this declaration prove to be false.

Signature

Date

Position

Name of bidder

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
ICT CSS: Bid Specifications

bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 5 - THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

1. INTRODUCTION

1.1. The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

2. PILLARS OF THE PROGRAMME

2.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million shall have an NIP obligation. This threshold of US\$ 10 million can be reached as follows:

2.1.1 Any single contract with imported content exceeding US\$10 million, or

2.1.2 Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million, or

2.1.3 A contract with a renewable option clause, where should the option be exercised the total value of the imported content shall exceed US\$10 million, or

2.1.4 Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

2.1.5 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above shall amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

2.1.6 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

2.1.7 A period of seven years has been identified as the time frame within which to discharge the obligation.

3. REQUIREMENTS OF DEPARTMENT OF TRADE & INDUSTRY

3.1. In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million (ten million rand)**, submit details of such a contract to the DTI for reporting purposes.

3.2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million rand) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

4. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

4.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

4.2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million rand), to contact and furnish the DTI with the following information:

4.2.1. bid or contract number.

4.2.2. description of the goods, works or services.

4.2.3. date on which the contract was accepted.

4.2.4. name, address and contact details of the government institution.

4.2.5. value of the contract.

4.2.6. imported content of the contract, if possible.

4.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr Malapane may

be contacted at telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

5. PROCESS TO SATISFY THE NIP OBLIGATION

5.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps shall be followed:

- 5.1.1 The contractor and the DTI shall determine the NIP obligation;
 - 5.1.2 the contractor and the DTI shall sign the NIP obligation agreement;
 - 5.1.3 the contractor shall submit a performance guarantee to the DTI;
 - 5.1.4 the contractor shall submit a business concept for consideration and approval by the DTI;
 - 5.1.5 upon approval of the business concept by the DTI, the contractor shall submit detailed business plans outlining the business concepts;
 - 5.1.6 the contractor shall implement the business plans; and
 - 5.1.7 the contractor shall submit bi-annual progress reports on approved plans to the DTI.
- 5.2. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number..... Closing date.....

Name of bidder.....

Postal
address.....

.....

Signature.....Name(in print).....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

GENERAL CONDITIONS

- a. The following preference point systems are applicable to all bids:
 - i. The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10, preference point system shall be applicable;
 - ii. Points for this bid shall be awarded for: Price; and Status Level of Contributor.
- b. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and must not exceed	100

- c. Failure on the part of a bidder to submit proof of Status level of contributor together with the bid, will be interpreted to mean that preference points for status level of contribution are not claimed.
- d. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

DEFINITIONS

- a. “” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- b. “**status level of contributor**” means the status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c. “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d. “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e. “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f. “**Functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g. “**prices**” includes all applicable taxes less all unconditional discounts;
- h. “**proof of status level of contributor**” means:
 - i. Status level certificate issued by an authorized body or person;
 - j. A sworn affidavit as prescribed by the Codes of Good Practice;
 - k. Any other requirement prescribed in terms of the Act;
- l. “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- m. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

POINTS AWARDED FOR PRICE

a. THE 90/10 PREFERENCE POINT SYSTEMS

- i. A maximum of 90 points is allocated for price on the following basis: 90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- ii. P_s = Points scored for price of bid under consideration
- iii. P_t = Price of bid under consideration
- iv. P_{\min} = Price of lowest acceptable bid

POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the status level of contribution in accordance with the table below:

Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

BID DECLARATION

Bidders who claim points in respect of Status Level of Contribution must complete the following:

STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- a. Status Level of Contributor: =(maximum of 10 points)
- b. (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of status level of contributor.

SUB-CONTRACTING

- a. Will any portion of the contract be sub-contracted?
- b. (**Tick applicable box**)

YES		NO	
-----	--	----	--

c. If yes, indicate:

i. What percentage of the contract will be subcontracted.....%

ii. The name of the sub-contractor.....

iii. The status level of the sub-contractor.....

iv. Whether the sub-contractor is an EME or QSE

v. **(Tick applicable box)**

YES		NO	
-----	--	----	--

d. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

DECLARATION WITH REGARD TO COMPANY/FIRM

a. Name of company/firm.....

b. VAT registration number.....

c. Company registration number.....

TYPE OF COMPANY/ FIRM [TICK / CIRCLE APPLICABLE BOX]

a.	Partnership/Joint Venture / Consortium	
b.	One person business/sole propriety	
c.	Close corporation	
d.	Company	
e.	(Pty) Limited	

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

a.	Manufacturer	
b.	Supplier	
c.	Professional service provider	
d.	Other service providers, e.g. transporter, etc.	

- e. Total number of years the company/firm has been in business.....
- f. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
 - i. The information furnished is true and correct;
 - ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii. In the event of a contract being awarded as a result of points claimed as shown in above paragraphs, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv. If the status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- v. disqualify the person from the bidding process;
- vi. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- vii. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- viii. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis,
- ix. be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE.....</p> <p>ADDRESS</p>
---	---

GCC - GENERAL CONDITIONS OF CONTRACT (GCC)

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- a) The General Conditions of Contract will form part of all bid documents and may not be amended.
- b) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment

17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a

commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following

the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name

has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is

increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.
- This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION 7: BIDDING REQUIREMENTS AND SPECIAL BID CONDITIONS

1. DEFINITIONS

- 1.1 “Department” – means the Department of Justice and Constitutional Development.
- 1.2 “DOJ&CD” - means the Department of Justice & Constitutional Development.
- 1.3 “RFB” – means Request for Quotation. In this document, RFB and “bid” is used interchangeably and shall have the same meaning and effect.
- 1.4 “Receiving party” – any legal recipient of this document
- 1.5 “Validity Period” – means 120 days commencing from the RFB closing date. This date could be extended by agreement between DOJ&CD and the Bidders.
- 1.6 Business hours- means from 07:30 – 17:00 excluding public holidays and weekends

2. SPECIAL BID CONDITIONS

- 2.1 Confidential Information Disclosure Notice
- 2.2 This document contains confidential information that is the property of the Department of Justice & Constitutional Development (DOJ&CD). This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 2.3 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from the DOJ&CD.
- 2.4 All copyright and Intellectual Property herein vests with DOJ&CD.
- 2.5 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation,

- 2.6 Plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 2.7 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of DOJ&CD (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 2.8 The receiving party shall take all such steps as may be reasonably necessary to prevent DOJ&CD's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, DOJ&CD shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 2.9 Any documentation, software or records relating to confidential information of DOJ&CD, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 2.10 Shall be deemed to form part of the confidential information of DOJ&CD;
- 2.11 Shall be deemed to be the property of DOJ&CD;
- 2.12 Shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 2.13 Shall be surrendered to DOJ&CD on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3. BID / RFB SPECIFICATIONS – LEGAL REVIEW

- 3.1 Any bidder who has reasons to believe that any clause of this specification is in conflict with any applicable legislation in the Republic of South Africa, must inform the Department in writing, stating reasons for believing such (quoting applicable legislation & clauses), before the clarification questions closing date.

4. NEWS AND PRESS RELEASES

4.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with DOJ&CD.

5. PRECEDENCE OF DOCUMENTS

5.1 This RFB consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.

5.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that DOJ&CD may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by DOJ&CD.

5.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of DOJ&CD as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of DOJ&CD in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

6. BIDDER QUERIES

6.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing to the e-mail address below. Please ensure that the RFB number is stipulated in the subject line of your e-mail.

E-mail address
SCM@justice.gov.za

6.2 Under no circumstances may any other employee within DOJ&CD, other than the contact person provided above, be approached for any information. Any such action may result in a disqualification of a response submitted in competition to the RFB.

- 6.3 DOJ&CD reserves the right to place a received query and its corresponding response thereto, on its website, or a website that it has officially selected for such correspondence.
- 6.4 Any bidder who has reasons to believe that this specification is written in such a manner that it favours any organization, must inform the Department in writing, stating reasons for believing such, before the clarification questions closing date.
- 6.5 Language: All correspondence for this bid shall be in English.

SECTION 8: MANDATORY REQUIREMENTS

1. MANDATORY REQUIREMENTS

- 1.1 The submitted proposals will be evaluated by a panel on the basis of adherence/compliance to and submission of the following documentation and/or registration in terms of all relevant Legal institutions from each bidder or member of a consortium. Failure to mark or leave the block empty and also to comply with any of the below mentioned mandatory requirements will result in the disqualification of the bidder's proposal prior to conducting functional evaluation. Proof of registration, with all the under-mentioned relevant Legal Institutions/Authorities must be attached to this Bid. Please mark with a cross where applicable.
- 1.2 Where a requirement requires a bidder to provide substantiation, the bidder shall provide such accordingly. If a bidder does not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-performance/non-compliance and the bid SHALL be disqualified.

1.3	ACCEPTANCE OF ALL CONDITIONS IN ALL THE SECTIONS OF THE RFB DOCUMENT	Comply
	The bidder confirms compliance with and acceptance of all the contents of this document and confirms that all sections of this document are contractually binding.	
1.4	ORIGINAL EQUIPMENT MANUFACTURER (OEM) ACCREDITATION	Comply
	<p>The prime bidder confirms to be <u>accredited by the OEM</u> as support partner with the <u>appropriate and relevant certifications</u> for:</p> <ul style="list-style-type: none"> • Microsoft Platforms; and • HPE Infrastructure. • Huawei Infrastructure <p>NB: The department reserves the right to request for accreditation / confirmation letter from the OEM stipulating the relevant platforms and infrastructure for which the bidder's resources are accredited for.</p>	

1.5	ABILITY TO DELIVER TO ANY OFFICE IN THE RSA	Comply
	<p>The bidder shall be required to deliver goods and/or services to any office in the RSA. The bidder confirms that, for the duration of the contract, the bidder will have adequate technical competency to meet all the functional requirements and service level standards.</p>	
1.6	FULLY COSTED SERVICE	Comply
	<p>The bidder confirms that their bid response is an all-inclusive response that will fully meet all functional requirements, and that will achieve all the purposes, as set out in this document.</p> <p>The bidder confirms that all the requirements and services necessary to deliver the services as set out in this bid document, whether specifically stated or not, are included in the bid price.</p> <p>The bidder is aware and accepts that the cost model provides for composite pricing and does not contain detailed costing elements but confirms that all essential services as determined by the bidder that are required to meet all the requirements of the service have been included in the bid price.</p> <p>The bidder confirms that, after having considered all the requirements of the service, that all essential services other than what was stipulated by the Department and that are considered necessary to deliver a composite service from a user and technical perspective, has been included in the bid price.</p> <p>The bidder further confirms that all additional functionality proposed under the Functionality section of this document, have been included in the bid price.</p> <p>NB: The bidder confirms that any omission, or oversight in this respect, will be for the bidder's account with no additional cost implications to the Department.</p>	
1.7	SERVICE LEVEL STANDARDS	Comply
	<p>The bidder accepts the service level standards as stipulated in this document are minimum service levels and that additional service levels can be added during the contract period to optimise the value delivery to the business, in consultation with the bidder. The additional service levels and associated penalties will be in line with service levels in the document (e.g. quantum). The added service levels will be in line with</p>	

the functions stipulated in the contract which may not have specific service level standards.	
1.8 PENALTIES	Comply
<p>If a bidder fails to perform any or all of the service(s) within the agreed timeframes, the Department has the right, without prejudice to its other remedies under the contract, to deduct from the amounts payable, as a penalty, a sum calculated on the percentage under the penalty column levied against the costs or value for non-performance of a particular service definition.</p> <p>The bidder will not be entitled to any service credits should the service be delivered within or ahead of target timeframes.</p> <p>No penalties will be imposed against the bidder in instances where due dates are not met as a result of services that fall outside the scope of the contract with the bidder.</p> <p>The enforcement of a penalty does not exempt the bidder from resolving a problem nor does it stop the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty shall be enforced for subsequent periods of non-performance until resolved.</p> <p>A maximum penalty principle will be applied when levying penalties for non-performance on the part of the bidder. Refer to the minimum service level standards section for maximum penalty conditions.</p> <p>Service dispute resolution processes may be triggered due to consistent non-performance on the part of the bidder. During a service dispute, the bidder shall continue to render services in accordance with the service levels. In instances where a service dispute arises, the Department undertakes to pay such invoices which are not the subject of the service dispute.</p> <p>The Department reserves the right to deduct any penalty amount due, from the next invoice, irrespective of the service to which the penalty applies to.</p> <p>Notwithstanding the aforementioned, and without prejudice to any other rights the Department has, the Department reserves the right to enter into dispute resolution process at any point in time with the view of contract cancellation (e.g. service not rendered, unsatisfactory performance, sub-standard work, etc.). Notwithstanding the aforementioned, and without prejudice to any other rights the</p>	

	Department has, the Department reserves the right to enter into dispute resolution process at any point in time with the view of contract cancellation (e.g. service not rendered, unsatisfactory performance, sub-standard work, etc.).	
1.9	FIRM PRICING	Comply
	The bidder confirms that all pricing is firm and that no price adjustments will be applicable or claimed during the contract period, other than CPIX (where applicable and agreed with the Department).	
1.10	COPYRIGHT AND INTELLECTUAL PROPERTY	Comply
	All copyright and Intellectual Property herein vests with DOJ&CD. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from the DOJ&CD. All deliverables (e.g. documents) produced out of the contract will remain the sole intellectual and copyright property of the Department and will only carry the brand (corporate identity) of the Department. No co-branding will be allowed.	
1.11	COSTS INCURRED IN PREPARATION OF RFB RESPONSES	Comply
	The DOJ&CD shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such bidder's or any other proposal was accepted or rejected.	
1.12	RSA LEGAL ENTITY	Comply
	The prime bidder and it's sub-contractor(s) must be a registered business entity that has its full time operations and capability in South Africa.	
1.13	FUNCTIONALITY - REFERENCING OF SUBSTANTIATIONS	Comply
	Bidders must clearly reference their substantiation in their bid response in specific terms (e.g. reference to schedule, section and page number of their bid response, etc.) The Department will not provide a score for a specific item should the bidder (i) not substantiate their response or (ii)	

	inaccurately reference their response substantiation in their bid response.	
1.14	CLARIFICATION REGARDING RFB AFTER CLOSING DATE	Comply
	The Department may request written clarification regarding any aspect of this proposal (e.g. price confirmation and clarification, verification of certifications, clarification of technical aspects, etc.) The bidders must supply the requested information in writing within the specified time-frames after the request has been made, otherwise the bidder's proposal shall be disqualified.	
1.15	VERIFICATION OF INFORMATION	Comply
	The Department reserves the right to contact any of the references that were provided by the bidder, or to perform its own independent verification to verify information that was provided by the bidder. Where the bidder's permission is required for any reference to release information, whether such reference was provided by the bidder or was obtained through the Department's independent verification process, the bidder shall cooperate to allow such information to be released within the specified timeframes.	
1.16	RIGHT TO CANCEL OR REJECT	Comply
	The DOJ&CD reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or not to award at all.	
1.17	LIMITATION OF LIABILITY	Comply
	The aggregate liability of the bidder to the Department, whether under the contract, or otherwise, will be equivalent to the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment and loss of data.	
1.18	PRINCIPAL AGREEMENTS	Comply
	Where applicable, , bidders who are distributors, resellers and installers of equipment and services must submit proof of agreements with their principals (e.g. OEMs). Where such agreements are requested, it shall be valid as from the time of bidding. In the event where a bidder is awarded the bid, the bidder shall ensure that such agreements remain valid for the duration of the contract. The Department reserves the right	

	to validate the authenticity of such agreements, during the evaluation or contract period, in any form deemed necessary.	
1.19	PRECEDENCE OF DOCUMENTS	Comply
	<p>The following order of precedence of documents will apply in concluding the contract and/or SLA:</p> <ol style="list-style-type: none"> 1. The RFB (this document), 2. The Bidder's response 3. Letter of Award 4. The Service Level Agreement (SLA), <p>In case of a conflict between the parties, the conditions of the RFB document will prevail followed by the Bidder's response, followed by the Letter of Award and thereafter SLA (agreed position between the parties).</p>	
1.20	BIDDER'S OWN CONDITIONS	Comply
	<p>Bidders must not qualify the bid with their own conditions.</p> <p>Caution: If the bidder does not specifically withdraw its own conditions when requested by the Department, the bid response will be disqualified.</p>	
1.21	FORMAL CONTRACT	Comply
	<p>The bidder accepts that any offer and/or acceptance entered into will only considered valid and binding if reduced in writing.</p> <p>The bidder accepts that any verbal agreement will not constitute a valid contract.</p>	
1.22	DISCRETION TO EXTEND THE VALIDITY PERIOD	Comply
	<p>The DOJ&CD may request for an extension of the validity period.</p> <p>When called upon to extend the validity period, the bidder must respond within the required time-frames and in writing.</p>	
1.23	WITHDRAWAL OF RFBS BEFORE VALIDITY EXPIRY	Comply
	<p>Should the bidder withdraw their proposal before the proposal validity expiry date, DOJ&CD reserves the right to recover any additional expenses incurred by DOJ&CD in having to accept any less favourable proposal and/or the additional expenditure incurred by DOJ&CD in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.</p>	

1.24	AMENDMENTS TO THIS RFB	Comply
	Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing by the Departments designated representative as stipulated in this document.	
1.25	CHANGES TO WORDING OF THE ORIGINAL RFB DOCUMENT	Comply
	Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	
1.26	SUB-CONTRACTING	Comply
	<p>This bid shall be awarded to the primary bidder. No separate agreements shall be concluded with the subcontractors of the primary bidder. The primary bidder shall solely be responsible, accountable and liable for the fulfilment of the responsibilities and obligations of the contract.</p> <p>If the prime bidder is classified as a GEN organization, then the prime bidder must sub-contract 30% of services to an EME and/or QSE in a form of development partner or incubation program.</p> <p>If the prime bidder is classified as QSE/EME organization, then QSE/EME prime bidder is not compelled to sub-contract as per Preferential Procurement Regulations of 2017.</p>	
1.27	AWARD PROCESS	Comply
	<p>The Department may issue a letter to engage a prospective bidder to commence negotiations. The negotiation process may be subject to a predefined timeframe that will be determined by the Department, during which the parties must reach consensus.</p> <p>Where an agreement is not reached within the predefined timeframe, or extended timeframe, the Department reserves the right to close the negotiation process with such a bidder. The Department reserves the right to close the negotiations with such a bidder and engage the next bidder.</p>	

1.28	ENFORCEMENT OF PROVISIONS	Comply
	Failure or neglect by either party to (at any time) enforce any of the provisions of this bid shall not, in any manner, be construed to be a waiver of any of that party's rights in that regard and in terms of this bid. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this bid, or prejudice the right of that party to institute subsequent action.	
1.29	SECURITY CLEARANCES AND NON-DISCLOSURE AGREEMENTS	Comply
	<p>The bidder will ensure that all its resources involved in the execution of the contract will sign non-disclosure agreements before commencement of contract and shall abide thereby.</p> <p>Employees and subcontractors of the bidders may be required to be in possession of valid security clearances to the level determined by SSA and/or the Department commensurate with the nature of the activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidder. The bidder shall supply and maintain a list (e.g ID numbers, work permit, physical address, etc) of personnel involved on the contract indicating their clearance status, during or after the contracting phase.</p>	
1.30	PARTICIPATION OF OTHER DEPARTMENTS IN THIS CONTRACT	Comply
	The Department reserves the right to approve participation request received from other organs of state and that right will be exercised in consultation with the appointed service provider in line with Treasury Regulation 16A6.6.	
1.31	INTEREST ON ACCOUNTS IN THE EVENT OF DISPUTES	Comply
	No interest shall be payable on accounts due to the successful bidder in the event of a dispute arising out of any stipulation in the contract.	
1.32	BIDDER'S EXPERIENCE	Comply
	The bidder (including their sub-contractors) confirms to have the necessary experience specifically related to the required services.	
1.33	TRAVELLING, PARKING AND ACCOMMODATION COSTS	Comply

	<p>The bidder accepts that in its discharging of its services, no travelling, parking and accommodation will be reimbursed by the Department. The bidder is required to ensure that all travelling, parking and accommodation costs are included in their pricing and is not costed separately. The Department will not accommodate any claims whatsoever for travelling, parking and accommodation.</p>	
1.34	WORKING HOURS	Comply
	<p>The bidder accepts that working hours is as follows:</p> <ul style="list-style-type: none"> • Monday to Friday (excluding public holidays) • 07:30 to 17:00 <p>The bidder accepts that services will be rendered outside the above working hours (e.g. emergency updates and patches as well as during planned maintenance) at no cost to the Department.</p> <p>The bidder accepts that all required on site resources will be on site as per the department's working hours.</p>	
1.35	AFTER HOURS WORKING	Comply
	<p>The bidder accepts that, where required, services will be performed after hours at no cost to the Department (e.g. scheduled maintenance windows, resolutions of major incidents, implementation of emergency updates and patches, etc.)</p>	
1.36	RESOURCES CERTIFICATION & EXPERIENCE	Comply
	<p>The bidder accepts that the resources assigned to deliver services to the Department, are certified in line with the functional/technical requirements of the bid specifications.</p> <p>The Department reserves the right to request proof of such certification within specified timeframes, as part of compliance to the certification requirements.</p> <p>The bidder accepts that all necessary training to upskill their resources (e.g. software version upgrades, existing technology upgrades) is for the bidder's own cost.</p> <p>The bidder will ensure that their resources are upskilled and certified to support the upgraded platforms and infrastructure.</p>	

	The Department will not accommodate any claims whatsoever for the upskilling training of the bidder's resources.	
1.37	FULL ASSET LIST OF SUPPLIED EQUIPMENT (IF SUPPLIED BY THE DEPARTMENT)	Comply
	The bidder shall be required to provide a list of all equipment/artefacts supplied in an electronic format and template prescribed by the Department within 5 days of a request. The minimum information that the bidder may be required to provide include the following: asset serial number, asset tag number, asset name, asset warranty start and end date, exact location of the asset, etc.	
1.38	USE OF TELEPHONE LINES FOR PERSONAL CALLS	Comply
	The bidder accepts that personal calls made by its resources will be for the account of the bidder.	
1.39	ONSITE RESOURCES	Comply
	All the bidder's onsite resources will be located at the Departments National Office in Momentum Building. The Department reserves the right to instruct the bidder to change its onsite resources in the event of unsatisfactory performance, within a period of 2 months.	
1.40	TOOLS OF TRADE	Comply
	The bidder shall provide its own ICT equipment for its resources assigned to the contract (e.g. desktops, laptops). These tools of trade will be subjected to the application of Departments technical policies (e.g. security policies) when utilised in the Departments network.	
1.41	SUPPORT AND SERVICE DESK CONDITIONS	Comply

<p>All service requests will be logged at the Department's ICT Service Desk. The bidder's resources will be given access to the Department's service desk application (ITSM software) where all queries logged against the bidder's service, will be assigned to their resources.</p> <p>The Department's Service Desk application is one of the sources of information used to measure adherence to SLA's (response & resolution times). The bidder may be required to correspond on service requests (e.g. call status updates) in a manner prescribed by the Department.</p> <p>Service requests may be registered through various engagements with the Department's ICT team (e.g. service management meetings); however, these requests must be logged at the Department's ICT Service Desk, prior to implementation</p>	
<p>1.42 ACCREDITATION ON THE SITA TRANSVERSAL FRAMEWORK SITA CONTRACT 1183/2014</p>	<p>Comply</p>
<p>The bidder must be accredited to provide the following services as part of SITA CONTRACT 1183/2014.</p> <p>G. ICT Management Services</p> <p>6. ICN #: 81112011-001 ICT Management – Technical Management</p> <p>7. ICN #: 81112011-002 ICT Management – Functional Support Management</p> <p>8. ICN #: 81112011-003 ICT Management – Contract Management</p> <p>9. ICN #: 81112011-004 ICT Management – Project Management</p> <p>10. ICN #: 81112011-009 ICT Management – Quality Management</p> <p>H. Data Centre Services</p> <p>1. ICN #: 81112011-0051 Data Centre – Data Centre Architecture Planning and Design</p> <p>2. ICN #: 81112011-0052 Data Centre –Datacentre Recovery and Business Continuity</p>	

3. ICN #: 81112011-0054 Data Centre – Software Support and Maintenance
4. ICN #: 81112011-0055 Data Centre –Datacentre Support and Maintenance
5. ICN #: 81112011-0056 Data Centre – Data Centre Operations

I. Communication and Network Services

6. ICN #: 81112011-0057 Communication Network – WA/VPN Planning and Design
7. ICN #: 81112011-0058 Communication Network – WAN/VPN Development and Implementation
8. ICN #: 81112011-0059 Communication Network - WAN/VPN Maintenance
9. ICN #: 81112011-0060 Communication Network – Network Monitoring and Management
10. ICN #: 81112011-0062 Communication Network – Telecommunication

J. ICT Service Support Management

6. ICN #: 81112011-0046 ICT Services Support Management – Problem Management
7. ICN #: 81112011-0047 ICT Services Support Management – Incident Management
8. ICN #: 81112011-0048 ICT Services Support Management – ICT Configuration Management
9. ICN #: 81112011-0049 ICT Services Support Management – Performance and Capacity Management
10. ICN #: 81112011-0050 ICT Services Support Management – Change and Release Management

K. Specialised Business Solutions

5. ICN#: 81112011-0022 Business Solutions Delivery – Business Intelligence
6. ICN#: 81112011-0025 Business Solutions Delivery Specialised – Knowledge Management
7. ICN#: 81112011-0027 Business Solutions Delivery – Service Delivery (SLA) Management
8. ICN#: 81112011-0028 Business Solutions Delivery - Capacity Planning and Availability Management

	<p>L. Business Planning and Development</p> <p>3. ICN#: 81112011-0010 Business Planning & Development – ICT Strategic Consulting</p> <p>4. ICN#: 81112011-0015 Business Planning & Development – Information Technology Architecture</p>	
1.43	RESOURCE REPLACEMENT	Comply
	In the event that the assigned resource is unavailable for a period longer than 1 week, the bidder must ensure that a suitable replacement resource is provided. The unavailability of the resource must not impact on the achievement of the service level standards.	
1.44	TRAVELLING, PARKING AND ACCOMMODATION COSTS	Comply
	The bidder accepts that in discharging of its services, no travelling, parking and accommodation will be reimbursed by the Department. The bidder is required to ensure that all travelling, parking and accommodation costs are included in their pricing and not costed separately from any service/s that are to be rendered. The Department will not accommodate any claims whatsoever for travelling, parking and accommodation.	
1.45	BIDDER EXPERIENCE – USER BASE	Comply
	<p>The Department has over 20 000 ICT end-users. For the purpose of this bid, bidders must have rendered ICT Central Support Services as specified in this bid for an organisation with at least 15 000 ICT end-users.</p> <p>Bidders must provide the following information to confirm the above in the form of a signed reference letter and confirmation that explicitly states at least the following:</p> <ul style="list-style-type: none"> • the name of the organisation. • the quantity of ICT end-users. • the organisation’s relevant contact person and their contact details. • average SLA performance per service <p>The Department reserves the right to verify information with any person/s in the organisations that were provided as reference by the bidder.</p>	

1.46	SOFTWARE LICENSE MANAGEMENT	Comply
	In the event that software licences that are owned by the Department is overprovisioned by the bidder, without having formally notified the Department, the bidder accepts that the cost for the overprovisioning will be borne by the bidder.	
1.47	FUNCTIONALITY SCORING GUIDELINE	Comply

SECTION 9: BID SPECIFICATIONS

1. INTRODUCTION

- 1.1. The key mandate of the Department of Justice and Constitutional Development (herein after referred to as the Department) is to support the Administration of Justice and uphold the Constitution. This is performed by implementing an effective and efficient court system and the provision of quality legal services to the citizens and the state. In support of these goals, the Department requires well-functioning support services that are in line with best practices and good corporate governance.
- 1.2. In supporting the key mandate of the Department, Information and Communication Technology (ICT) has been identified as one of the key strategic resources and an enabler in continuously improving (modernising) service delivery to the citizens of our country.
- 1.3. To this end, in line with the modernisation journey, the Department has over the years implemented ICT capabilities which include an underlying ICT infrastructure that is required to enable and support business solutions (e.g. core business applications, email, intranet portal, etc.).
- 1.4. In order to provide a resilient, responsive and stable ICT infrastructure, the Department supports and maintains its ICT infrastructure in the following service towers:
 - 1.4.1. Service Desk Services (hardware and specified software) - serves as a single point of contact for users, where the primary objective is to restore services within service level standards, with first line call resolutions as the preferred approach. This includes handling all communication with the users and ICT stakeholders.
 - 1.4.2. Central Support Services (hardware and specified software) - entails the ICT infrastructure (e.g. servers, storage) that is implemented at the Department's Data Centres. The business solutions (e.g. core business applications, email, intranet portal) are hosted in these data centres.
 - 1.4.3. Regional Support Services (Hardware and specified software) - entails the infrastructure that is implemented at the Department's offices located throughout the country.

1.5. In delivering the services mentioned above, the Department implemented the following supporting services for the various Service Towers:

1.5.1. **Service Delivery Management** - entails the services that are required for the overall management of all other service towers, including Operations Management.

1.5.2. **Project Services** - for the purposes of this bid, projects are regarded as initiatives that will be implemented in the various service towers to achieve a specific business value in a focussed way. Projects are unique in that they have a specific scope (goal), timeframe and cost.

2. BID PURPOSE AND SCOPE

2.1. The purpose of this bid is to appoint a suitably qualified service provider to provide **ICT Central Support Services** which includes (i) day-to-day maintenance and support services (ii) projects services and (iii) service delivery management services, for the following services towers, as it relates to Central Support Services:

2.1.1. Infrastructure Layer Management, which amongst others include:

- (a) Servers (physical and virtual);
- (b) Storage;
- (c) Data Centre Networking;
- (d) Backup; and
- (e) Hyper-converged solutions (e.g. HPe SimpliVity, etc.).

2.1.2. Platform Layer Management, which amongst others include:

- (a) Microsoft Platforms (e.g. Exchange, Active Directory, System Centre, etc.);
- (b) Citrix;
- (c) Transversal Applications Support (connectivity to BAS, PERSAL, etc.)
- (d) Virtualization Platforms.

2.1.3. Data Centre Services, which amongst others include:

- (a) Backup services;
- (b) Centralized Directory File Services (DFS) services;
- (c) Cloud services
- (d) E-Mail services;

- (e) Data Center Network services
- (f) IT Testing Lab Services
- (g) ICT Business Continuity and Disaster Recovery (DR).

2.1.4. Service Delivery Management, which amongst others include the following:

- (a) Overall Service Delivery Management;
- (b) ICT Operations Management (including Business Intelligence & Reporting Services and Performance Monitoring); and
- (c) Management of projects.

2.2. All of the abovementioned services must delivered in line with the Department's policies, and processes and industry best practices (based on the ITIL framework).

3. CONTRACT POSITIONING MODEL

3.1. For effective management of the contract, the services are to be provided within the context of the Department's governance framework. As such, the diagram below provides an overview of the contract positing model, and the reporting lines in terms of delivering the various services. The diagram below provides an overview of the contract positing model:

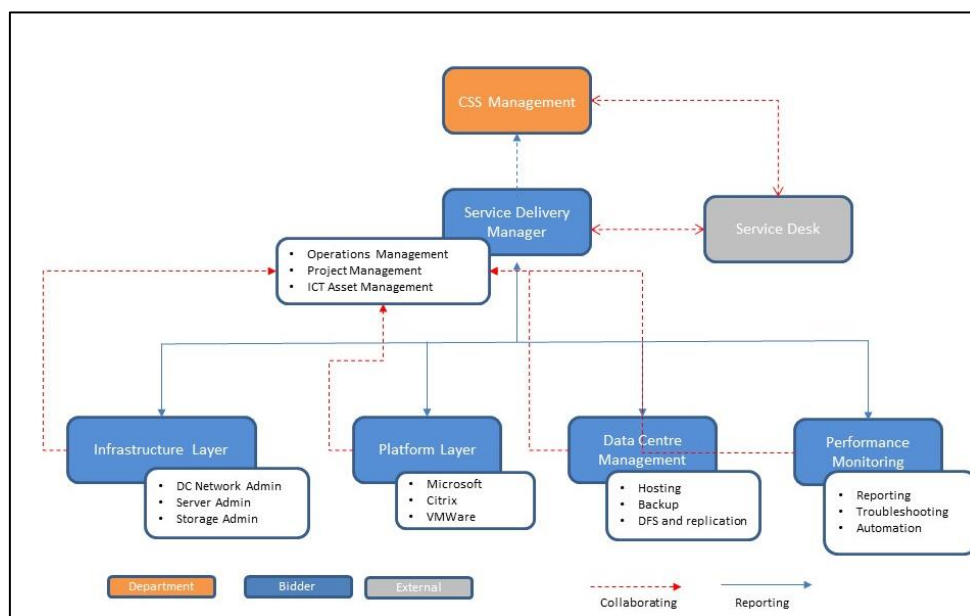


Figure 1: Contract Positioning Model

3.2. It is important to note that the Department's Service Desk is the single point of contact for users, where the primary objective of the Service Desk is to restore services within service level standards, with first line call resolutions as the preferred approach. This

includes the handling all communication with the users and IT stakeholders (e.g. third party suppliers, technical staff).

- 3.3. Furthermore, the Department has outsourced its Service Desk, and as such prospective Bidder will be expected to interface with existing service provider for centralized service desk services (e.g. all calls are to be routed via the service desk) where required, bidder will be expected to perform 1st line call resolution as part of maintaining the service standards. This includes making resources available on the service desk dealing specifically with services outlined in this bid.

4. CONTRACT SCOPE GROWTH / REDUCTION

- 4.1. For the purposes of this bid, Contract Scope Growth / Reduction is regarded as follows:

- 4.1.1. **Contract Scope Growth** – is regarded as services that may increase during the contract period (e.g. increased number of ICT users in the Department due to filling of vacant positions, adding of additional offices);

- 4.1.2. **Contract Scope Reduction** – is regarded as services that may reduce during the contract period (e.g. certain functions of the Department, and by implication affected ICT users, transferred to another organisation).

- 4.2. *Contract Scope Growth* - the bidder is required to provide for a scope growth to a maximum of 10% at any time during the contract period, in their costing. The bidder must ensure that 10% growth must be included in the bidder's costing. The bidder accepts that should the scope growth exceed 10%, the cost of the additional scope will be at the same terms and conditions as in this bid specifications and the bidders bid response.

- 4.3. *Contract Scope Reduction* - in the event that the scope is reduced to more than 10%, the Department will renegotiate the contract terms and conditions with the bidder.

5. DOJ CENTRAL SERVICES SUPPORT LANDSCAPE

- 5.1 The DOJ&CD currently run its IT Operations from two data centers across two locations - both of which are managed by Telkom (Centurion and Hartebeeshoek respectively). In addition to that, the department has 650 offices (including courts) across the country that are serviced by these two data centers. Each site is connected to the main data centers via a BSDC (management) server, connected to an internal LAN. All basic computing facilities and storage is provided by the BSDC, which in turn

synchronise data back to the data centers via the WAN. In addition, all court houses also has a CRT site server, responsible for storing and synchronising court records via the WAN to the central data centers.

5.2 The table below provides an overview of the landscape. The quantities provided should be used as reference by bidders into their bid response.

CENTRAL SUPPORT SERVICES: LANDSCAPE			
DESCRIPTION		QUANTITIES	
Data Centre: Quantity	Number of Datacentres	2	
DOJ&CD Sites (including courts):	Number of DOJ&CD Sites (With BSDC Servers)	650	
	Number of Court Houses (with CRT Servers)	483	
Data Centre: Distance from DOJ&CD National Office (Pretoria Central)	Data Centre 1: Telkom Centurion	20 km	
	Data Centre 2: Telkom Hartebeeshoek	86 km	
Data Centre: Distance between Data Centres	Data Centre 1 to Data Centre 2	80 km	
Physical Servers: Type, Qty	Data Center	HP DL360p Gen8 CTO Servers	6
		HP BL460p Gen7 CTO Blade	32
		HP DL380p Gen8 CTO Servers	52
		HP BL680c Gen7 CTO Blade	16
		DELL POWER EDGE R730	2
		HUAWEI FUSION SERVER 2288H V5	60
	Sites	HP ML350 (BSDC Server)	650
	Court Houses	HP DL120 (CRT Site Server)	483
Virtual Servers: Platform, Qty	Windows Server 2008 R2: Virtual	226	
	Windows Server 2012 R2: Virtual	975	
	Windows server 2016 : Virtual	96	

CENTRAL SUPPORT SERVICES: LANDSCAPE		
DESCRIPTION		QUANTITIES
Storage Devices: Brand, Type, Qty	HP 3PAR StoreServ 7400	2
	HP EVA 6000	1
	HP EVA 5000	2
	HP P2000 G3 MSA	4
	DELL COMPELLENT SC8000	1
	HUAWEI OCEANSTOR DORADO 6000 V6 ALL-FLASH STORAGE	2
	HUAWEI OCEANSTOR DORADO 2600 V5 HYBRID FLASH STORAGE	2
Converged Technology	HPE Simplivity	10
	HPE Simplivity Management	4
Data Centre Network Devices: Brand, Type, Qty	HP 10508 Switch	4
	HP 8/80 48-port SAN Switch	4
	HP8/24 16-port SAN Switch	2
	Huawei CE6881-48S6CQ Switch	16
	Huawei S5731-H48T4XC Switch	4
	Huawei C16808A-BO2 Switch	4
Tape Libraries: Brand, Type, Qty	HP MSL4048 LTO-4	2
	HP MSL6480 LTO-6	2
	Dell EMC ML3 Tape Library	2
Load Balancers	Riverbed StingRay	4
SERVICE LANDSCAPE		
DESCRIPTION		QUANTITIES
ICT users: Quantity	Total number of ICT users	21 000
Call resolution: First line rate	Current First line call resolutions rate	65%

6 MINIMUM FUNCTIONAL AND RESOURCE REQUIREMENTS:

6.1 The bidder must, amongst others, provide the minimum functional requirements as outlined in the below sections for the Central Support Services that are in line with (i) the defined service level standards (ii) the Department's processes (iii) industry best practices (based on the ITIL framework) and (iv) utilising the stipulated toolsets.

6.2 Infrastructure Layer Management

6.2.1 For the purposes of this bid, the infrastructure layer includes the following environments:

- (a) Servers (both physical and virtual).
- (b) Storage Devices.
- (c) Data Centre Network Devices (core switches, network optimisation devices, routers, etc.).
- (d) Backup infrastructure (Hardware and Software); and
- (e) Hyper-converged solutions (HPE SimpliVity, etc.).

6.2.2 Functional Requirements:

- (a) performing preventative, adaptive, corrective and perfective maintenance to ensure the optimal functioning of the infrastructure layer.
- (b) providing support and maintenance of the appropriate operating system(s) and related utility software (e.g. failover software, management consoles, etc.).
- (c) managing and executing all infrastructure related service requests (new requests, installing, moving and decommissioning/deleting).
- (d) managing and resolving all incidents, problems and requests (including working with Business Application Support teams to troubleshoot and resolve major incidents).
- (e) managing and resolving all incidents, problems and requests (including working with Business Application Support teams to troubleshoot and resolve major incidents) pertaining to third party applications such as Pastel, Virtual Library, Barnowl, etc.
- (f) executing all the changes in accordance with the Department's change management processes.
- (g) performing all functions pertaining to IT service Availability Management.

- (h) performing all functions pertaining to IT service Capacity Management.
- (i) performing all functions pertaining to IT service Performance Management.
- (j) performing all functions pertaining to IT service Continuity Management.
- (k) performing all functions pertaining to the management of security of the infrastructure layer (e.g. authentication, access control).
- (l) performing all required backups.
- (m) ensuring that the infrastructure layer and its configuration information is accurately captured on the CMDB, throughout its lifecycle.
- (n) performing all functions pertaining to the management of third party suppliers (vendor management), via the Service Desk.
- (o) building, maintaining and deploying approved standard image stacks for the infrastructure layer.
- (p) performing maintenance and support of network operating system/ firmware and middleware software including patch management, upgrades, etc.
- (q) ensuring all infrastructure layer software is one version behind the latest version of the OEM (n-1), with the latest version (n) being preferred, except in instances where the Department elects to remain with an older version (or the latest version) of the software.
- (r) producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- (s) ensuring that the infrastructure layer management toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration for the Department to consider.
- (t) providing advice and guidance to the business on the selection, sizing, procurement and usage of infrastructure and related utility software to meet business needs.

6.2.3 **Current Toolsets:**

The following toolsets are currently in use and will be provided by the Department. **The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the**

contract. Any additional toolset recommended by the bidder will be subject to approval by the Department.

- (a) Operations Orchestrator – server automation.
- (b) VMWare (modules: VShphere) – virtual server management.
- (c) HPe Intelligence Management Centre (IMC) – network management.
- (d) NNMI – Network node manager.
- (e) Sitescope, Cloud optimizer and Opsbridge.
- (f) HPe BSM/RUM and APM (Application Performance Management).
- (g) HPe Simplivity Hyperconverged technology.
- (h) Load balancers/ADM (Riverbed Stingray).
- (i) Microsoft Sytem Centre.
- (j) Huawei FusionSphere OpenStack
- (k) Huawei ManageOne

6.2.4 **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequately certified resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided at a minimum:

- (a) dedicated Server specialist.
- (b) dedicated Storage specialist.
- (c) dedicated Network Specialist.
- (d) all other human resources to meet the functional requirements.

6.3 **Platform Layer Management**

6.3.1 For the purposes of this bid, the platform layer includes the following environments:

- (a) Microsoft platform:
 - i. Active Directory.
 - ii. System Center.
 - iii. SQL.
 - iv. Server Operating System (OS).
 - v. Exchange.
 - vi. Power BI.
- (b) Citrix platform:

- i. Ver 4.5
 - ii. Ver 6.5
 - iii. Ver 7.x
 - iv. Transversal Systems
- (c) Virtualisation
 - i. VMware (Including Vcentre and Vsphere).
 - (d) Third party platforms (e.g. Jutastat, BarnOwl, etc.).

6.4 Platform Layer: Microsoft

6.4.1 Functional Requirements:

- (a) performing preventative, adaptive, corrective and perfective maintenance to ensure the optimal functioning of the Microsoft platform layer.
- (b) managing and executing all service requests (installing, moving and decommissioning).
- (c) Performing all activities related to packaging and deploying software distribution and deployment (via SCCM).
- (d) managing and resolving all incidents and problems (including working with Business Application Support teams to troubleshoot and resolve major incidents).
- (e) executing all the changes in accordance with the Department's change management processes.
- (f) performing all functions pertaining to IT Service Availability Management.
- (g) performing all functions pertaining to IT service Capacity Management.
- (h) performing all functions pertaining to IT service Performance Management.
- (i) performing all functions pertaining to IT service Continuity Management.
- (j) performing all functions pertaining to the management of security of the Microsoft platform layer (e.g. authentication).
- (k) performing all required backups of the Microsoft platform layer.
- (l) ensuring that the Microsoft platform layer and its configuration information is accurately captured on the CMDB, throughout its lifecycle.

- (m) performing all functions pertaining to the management of third party suppliers (vendor management).
- (n) ensuring that the Microsoft platform layer is fully updated in the approved standard image stack.
- (o) ensuring that all the Microsoft platform layer software is one version behind the latest version of the OEM (n-1), with the latest version (n) being preferred, except in instances where the Department elects to remain with an older version (or the latest version) of the software.
- (p) producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- (q) ensuring that the Microsoft platform toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.

6.4.2 **Current Toolsets:**

*The following toolsets are currently in use and will be provided by the Department. **The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the contract.** Any additional toolset recommended by the bidder will be subject to approval by the Department.*

- (a) Microsoft System Centre Operations Manager – infrastructure management.
- (b) Microsoft System Centre Configuration Manager – software deployment.
- (c) Azure related services.

6.4.3 **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequately certified resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided:

- (a) dedicated Microsoft Exchange specialist.
- (b) dedicated Active Directory specialist.
- (c) dedicated System Centre Operations Manager specialist.
- (d) dedicated System Centre Configuration Manager specialist.

- (e) dedicated SQL specialist.
- (f) dedicated SharePoint specialist.
- (g) dedicated PowerBi specialist.
- (h) all other human resources to meet the functional requirements.

6.5 Platform Layer: Citrix

6.5.1 Functional Requirements:

- (a) performing preventative, adaptive, corrective and perfective maintenance to ensure the optimal functioning of the Citrix platform layer.
- (b) managing and executing all service requests (installing, moving and decommissioning).
- (c) managing and resolving all incidents, problems and requests (including working with Business Application teams to troubleshoot and resolve major incidents) as it pertains to the Citrix infrastructure, Citrix Software Platform as well as Business Applications published via Citrix.
- (d) managing and resolving all incidents, problems and requests related to Transversal Systems (BAS and PERSAL).
- (e) executing all the changes in accordance with the Department's change management processes.
- (f) performing all functions pertaining to IT Service Availability Management.
- (g) performing all functions pertaining to IT service Capacity Management.
- (h) performing all functions pertaining to IT service Performance Management.
- (i) performing all functions pertaining to IT service Continuity Management.
- (j) performing all functions pertaining to the management of security of the Citrix platform layer (e.g. authentication, patching).
- (k) performing all required backups of the Citrix platform layer.
- (l) ensuring that the Citrix platform layer and its configuration information is accurately captured on the CMDB, throughout its lifecycle.
- (m) performing all functions pertaining to the management of third party suppliers (vendor management) via the Service Desk.
- (n) ensuring that the Citrix platform layer is fully updated in the approved standard image stack.

- (o) ensuring that all the Citrix platform layer software is one version behind the latest version of the OEM (n-1), with the latest version (n) being preferred, except in instances where the Department elects to remain with an older version (or the latest version) of the software.
- (p) producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- (q) ensuring that the Citrix platform toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.

6.5.2 **Current Toolsets:**

*The following toolsets are currently in use and will be provided by the Department. **The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the contract.** Any additional toolset recommended by the bidder will be subject to approval by the Department.*

- (a) Citrix Management Console – for Citrix management.

6.5.3 **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided:

- (a) dedicated Citrix specialist.
- (b) dedicated Transversal (BAS/ PERSAL) specialist.
- (c) all other human resources to meet the functional requirements.

6.6 **Platform Layer: Virtualisation**

6.6.1 **Functional Requirements:**

- (a) performing preventative, adaptive, corrective and perfective maintenance to ensure the optimal functioning of the Virtualisation platform layer.
- (b) managing and executing all service requests (installing, moving and decommissioning).

- (c) managing and resolving all incidents, problems and requests (including working with Business Application teams to troubleshoot and resolve major incidents) as it pertains to the Virtualisation Infrastructure, Software and Business Applications hosted on the Virtualisation platform.
- (d) executing all the changes in accordance with the Department's change management processes.
- (e) performing all functions pertaining to IT Service Availability Management.
- (f) performing all functions pertaining to IT service Capacity Management.
- (g) performing all functions pertaining to IT service Performance Management.
- (h) performing all functions pertaining to IT service Continuity Management.
- (i) performing all functions pertaining to the management of security of the Virtualisation platform layer (e.g. authentication, patching).
- (j) performing all required backups of the Virtualisation platform layer.
- (k) ensuring that the Virtualisation platform layer and its configuration information is accurately captured on the CMDB, throughout its lifecycle.
- (l) performing all functions pertaining to the management of third party suppliers (vendor management) via the Service Desk.
- (m) ensuring that the Virtualisation platform layer is fully updated in the approved standard image stack.
- (n) ensuring that all the Virtualisation platform layer software is one version behind the latest version of the OEM (n-1), with the latest version (n) being preferred, except in instances where the Department elects to remain with an older version (or the latest version) of the software.
- (o) producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- (p) ensuring that the Virtualisation platform toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration for the Department to consider.

6.6.2 **Current Toolsets:**

*The following toolsets are currently in use and will be provided by the Department. **The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the contract.** Any additional toolset recommended by the bidder will be subject to approval by the Department.*

- (a) VMWare Management Console.
- (b) VMWare VShpere.
- (c) VMware VCentre.

6.6.3 **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided:

- (a) dedicated Virtualisation specialist.
- (b) all other human resources to meet the functional requirements.

6.7 Data Centre Services

6.7.1 For the purposes of this bid, data centre services includes the following:

- (a) Backup services;
- (b) Central Distributed File System (DFS);
- (c) Cloud Services
- (d) Email services;
- (e) Data Center Network services
- (f) ICT Testing Lab services
- (g) ICT Business Continuity and Disaster Recovery Services.
- (h) Business Intelligence and reporting services.
- (i) Performance monitoring services.

6.7.2 **Backup Services**

- (a) **Functional Requirements:**
 - i. performing all functions pertaining to Backup and restoration services management.

- ii. ensuring compliance to the Department's Backup and restoration service process.
- iii. informing the Department on the capacity of the backup infrastructure (e.g. backup tapes, restoration infrastructure, etc.).
- iv. performing all Backup and restore testing where required.
- v. ensuring the daily, weekly, monthly rotation of backup tapes and safe keeping at off-site locations.
- vi. performing all functions pertaining to the restoration of services through back-up restores.
- vii. producing the necessary reports (e.g. trend analysis, backup infrastructure capacity) for service improvement and management reporting purposes.
- viii. ensuring that the backup management toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.

(b) **Current Toolsets:**

*The following toolsets are currently in use and will be provided by the Department. **The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the contract.** Any additional toolset recommended by the bidder will be subject to approval by the Department.*

- i. HP Backup Protector – for data backup.
- ii. Commvault Backup and Restore.
- iii. Off-site storage services.

(c) **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that human resources are provided to meet the functional requirements.

- i. dedicated Backup Specialist.
- ii. all other human resources to meet the functional requirements.

6.7.3 Centralised Distributed File System (DFS)

(a) Functional Requirements:

- i. performing preventative, adaptive, corrective and perfective maintenance to ensure the optimal functioning of the File and Print services.
- ii. managing and executing all service requests (installing, moving and decommissioning).
- iii. managing and resolving all incidents and problems.
- iv. executing all the changes in accordance with the Department's change management processes.
- v. performing all functions pertaining to IT Service Availability Management.
- vi. performing all functions pertaining to IT service Capacity Management.
- vii. performing all functions pertaining to IT service Performance Management.
- viii. performing all functions pertaining to IT service Continuity Management.
- ix. performing all functions pertaining to the management of the security of the File and Print services (e.g. authentication).
- x. performing all required backups of the File and Print services.
- xi. performing all functions pertaining to the management of third party suppliers (vendor management).
- xii. ensuring that all the Central File and Print services software is one version behind the latest version of the OEM (n-1), with the latest version (n) being preferred, except in instances where the Department elects to remain with an older version (or the latest version) of the software.
- xiii. producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- xiv. ensuring that the File and Print toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.

(b) **Current Toolsets:**

The following toolsets are currently in use and will be provided by the Department. The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the contract. Any additional toolset recommended by the bidder will be subject to approval by the Department.

- i. Attachmate Terminal Emulation – for PERSAL system printing.
- ii. Citrix Terminal Emulation – for business applications printing functionality, accessed through Citrix.
- iii. UDB Toolset

(c) **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure all human resources are provided to meet the functional requirements.

7.7.4 Cloud Services

(a) **Functional Requirements:**

- i. performing preventative, adaptive, corrective and perfective maintenance to ensure the optimal functioning and performance of the cloud services in a hybrid environment.
- ii. managing and executing all service requests (installing, moving and decommissioning of infrastructure).
- i. managing and resolving all incidents and problems pertaining to the cloud solution.
- ii. executing all the changes in accordance with the Department's change management processes.
- iii. performing all functions pertaining to IT Service Availability Management.
- iv. performing all functions pertaining to IT service Capacity Management.

- v. performing all functions pertaining to IT service Performance Management.
- vi. performing all functions pertaining to IT service Continuity Management.
- vii. performing all functions pertaining to the management of the security of the cloud services.
- viii. performing all required backups of the cloud services.
- ix. producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- x. ensuring that the cloud toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.

(b) Current Toolsets:

The Department is currently using Microsoft Azure Cloud platform with all the toolsets that resides under Azure. The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the contract. Any additional toolset recommended by the bidder will be subject to approval by the Department.

(c) Human Resource Requirements:

The bidder must ensure that, for the duration of the contract, adequate resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices, the bidder must ensure that all human resources are provided to meet the functional requirements (amongst others, AZURE competent resources).

7.7.5 E-Mail Services

(a) **Functional Requirements:**

- i. performing all functions pertaining to email management (i.e. create, change, delete) – both on premise and cloud based.
- ii. performing all functions pertaining to email archiving.
- iii. ensuring compliance to the Department's email policy.
- iv. producing the necessary reports (e.g. trend analysis, e-mail utilisation) for service improvement and management reporting purposes.
- v. Assist in drafting related policies and procedures.

(b) **Current Toolsets:**

The following toolsets are currently in use and will be provided by the Department. The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the contract. Any additional toolset recommended by the bidder will be subject to approval by the Department.

- i. Microsoft Outlook.
- ii. Exchange Server.

(c) **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequately certified resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that all human resources are provided to meet the functional requirements.

7.7.6 Data Center Network Services

(a) **Functional Requirements**

- i. performing preventative, adaptive, corrective and perfective maintenance to ensure the optimal functioning of the optimal functioning of the LAN within the Data Centers – including cabling in line with Departmental standards.

- ii. managing and resolving all incidents and problems.
- iii. Monitoring of network traffic to identify failures or to identify potential performance or bottleneck issues.
- iv. executing all the changes in accordance with the Department's change management processes.
- v. performing all functions pertaining to IT Service Availability Management.
- vi. performing all functions pertaining to IT service Capacity Management.
- vii. performing all functions pertaining to IT service Performance Management.
- viii. performing all functions pertaining to IT service Continuity Management.
- ix. ensuring that the Data Center Network configuration information is accurately captured on the CMDB, throughout its lifecycle.
- x. performing all functions pertaining to the management of third party suppliers (vendor management).
- xi. producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- xii. ensuring that the Data Center Network management toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.

(b) **Current Toolsets:**

The following toolsets are currently in use and will be provided by the Department. The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the contract. Any additional toolset recommended by the bidder will be subject to approval by the Department.

- i. Riverbed Management Console.
- ii. NNMi.
- iii. HP IMC.
- iv. HPe Business Service Management (BSM).
- v. HPe Real User Monitoring (RUM) – performance monitoring.
- vi. HPe SiteScope – performance monitoring.

(c) **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided:

- i. dedicated ICT Performance Monitoring Specialist; and
- ii. all other resources to meet the functional requirements.

7.7.7 ICT Testing Lab services

(a) **Functional Requirements:**

- i. performing preventative, adaptive, corrective and perfective maintenance to ensure the optimal functioning of the Departments ICT Testing Lab.
- ii. managing and executing all service requests (creating, deleting users, installing, moving and decommissioning, servers).
- iii. managing and resolving all incidents and problems.
- iv. executing all the changes in accordance with the Department's change management processes.
- v. performing all functions pertaining to IT Service Availability Management.
- vi. performing all functions pertaining to IT Service Capacity Management.
- vii. performing all functions pertaining to IT Service Performance Management.
- viii. performing all functions pertaining to IT Service Continuity Management.
- ix. performing all functions pertaining to the management of the security of the ICT Testing Lab (e.g. authentication).
- x. performing all required backups of the ICT Testing Lab, based on requirements.
- xi. performing all functions pertaining to the management of third party suppliers (vendor management).
- xii. producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.

- xiii. ensuring that the ICT Testing Lab toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.

(b) **Current Toolsets:**

The following toolsets are currently in use and will be provided by the Department. The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the contract. Any additional toolset recommended by the bidder will be subject to approval by the Department.

- i. HP Application Lifecycle Manager (ALM).
- ii. Microsoft Team Foundation Server.
- iii. Microsoft DevOps

(c) **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that all human resources are provided to meet the functional requirements.

7.7.8 ICT Business Continuity and Disaster Recovery

(a) **Functional Requirements:**

- i. performing preventative, adaptive, corrective and perfective maintenance to ensure the optimal functioning of the Departments Business Continuity and Disaster Recovery Infrastructure.
- ii. participating in all functions pertaining to business continuity and disaster recovery.
- iii. ensuring compliance to the Department's Disaster Recovery Policy, Strategy, Plan and Handbook.
- iv. informing the Department around the capacity to perform the Business Continuity and Disaster Recovery activities.
- v. Participate in all disaster recovery tests.

- vi. producing the necessary reports for service improvement and management reporting purposes.
- vii. ensuring that the disaster recovery management toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.

(b) **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that all human resources are provided to meet the functional requirements

7.8 Service Delivery Management

7.8.1 For the purposes of this bid, Service Delivery Management includes the following:

- (a) Service Delivery Management;
- (b) ICT Operations Management; and
- (c) Project Management.

7.8.2 Service Delivery Management

(a) **Functional Requirements:**

- i. providing overall strategic leadership for the Central Support Services.
- ii. ensuring that all Central Support Services processes and procedures are in place, adhered to and are continuously improved.
- iii. providing overall management for all Central Support Services activities.
- iv. ensuring that the Central Support Services is fully resourced (e.g. qualified, experienced and certified human resources) in order to meet all requirements and service level standards for the Central Support Services.

- v. ensuring that all Central Support Services documentation are in place and are continuously updated and approved to reflect the current state.
- vi. providing overall service level management for all Central Support Services activities.
- vii. continuously improving the performance of the Central Support Services, where required.
- viii. ensuring that the toolsets provided by the Department meet the service requirements, by recommending improvements in the toolset configuration for the Department to consider.
- ix. managing the overall finances (e.g. invoices) for Central Support services (specifically services provided by the service provider).
- x. managing the implementation of all projects in the Central Support services environment (specifically services provided by the service provider).
- xi. ensuring that the all projects are fully resourced (e.g. qualified, experienced and certified human resources) in order to meet all project requirements.
- xii. producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.

(b) **Human Resource Requirements**

The bidder must ensure that, for the duration of the contract, adequate experienced and certified resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided:

- i. dedicated Service Delivery Manager; and
- ii. all other human resources to meet the functional requirements.

7.8.3 ICT Operations Management

(a) **Functional Requirements:**

- i. take overall responsibility for leadership, control and decision-making for the technical team.

- ii. provide technical knowledge and leadership in the specific technical areas covered by the team.
- iii. ensure necessary technical training, awareness and experience levels are maintained within the team.
- iv. provide required reports on all technical issues relevant to the area of responsibility.
- v. perform line-management for all team members.
- vi. providing quality assurance to ensure that processes, technology and people deliver the services as intended (e.g. customer complaints, closed calls).
- vii. reviewing the quality of services delivered, propose and implement approved service improvements (e.g. training, processes, etc.).
- viii. producing predefined and customised operational and statistical reports for all Central Support Services functions and services.
- ix. producing reports on a number of levels (e.g. executive, senior management and operational levels).
- x. producing reports at predefined periods (e.g. hourly, daily, weekly, monthly) or when required.
- xi. configure business intelligence reports as required using PowerBI.
- xii. implementing the reports in such a manner that they do not hamper the performance of the IT environment, when generated.
- xiii. exporting of report data into other file formats, for reporting purposes (e.g. MS Excel, PDF).
- xiv. implement continuous improvement initiatives that will improve the performance of the Central Support Services, where required.
- xv. implement IT performance monitoring initiatives that will improve the management of Central Support Services, where required.
- xvi. ensuring the development and upkeep of all CSS architectural and as- built artefacts.

(d) **Current Toolsets:**

The following toolsets are currently in use and will be provided by the Department. The bidder is expected to (i) utilise these toolsets in order to deliver the required services, (ii) continuously optimise and (iii) maintain the configuration of the toolsets, for the duration of the

contract. Any additional toolset recommended by the bidder will be subject to approval by the Department.

- i. HPe Business Service Management (BSM).
- ii. HPe Real User Monitoring (RUM) – performance monitoring.
- iii. HPe SiteScope – performance monitoring.
- iv. Microsoft PowerBi – Business Intelligence.
- v. Microsoft System Center – operations management.

(b) Human Resource Requirements:

The bidder must ensure that, for the duration of the contract, adequately certified resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided at a minimum:

- i. dedicated ICT Operations Manager;
- ii. all other human resources to meet the functional requirements.

7.8.4 Project Service - Operational Projects

For the purposes of this bid, Operational projects relates to those projects that are not known at the time of the bid – and will have to be implemented during the lifetime of the project as part of the Departments quest for continuous improvement. It is important to note that these projects will be embarked upon solely on the discretion of the Department based on the requirement at the time. However, in the event that a project is to be implemented the following minimum requirements will apply:

(a) Functional Requirements:

- i. obtaining approval for a formal Scope of Work Authorisation that is defined as a writing approval that is obtained from a duly delegated Departmental official prior to the implementation of a project. The statement of Work Authorisation must be in line with the contractual terms and conditions.
- ii. managing the implementation of all projects (specifically services provided by the service provider).

- iii. ensuring that project management services and related documentation is provided in accordance with the Department's Project Management Framework.
- iv. ensuring that project documents (electronic and signed hard copies) are stored in the Department's project documentation repository in line with the Department's file plan and documentation naming convention standards.
- v. ensuring that project status reports, including executive reports, is provided within the predefined timeframes, including adhoc reports being provided within agreed timeframes.

(b) **Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate resources are made available to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure all required human resources to meet the functional requirements is provided, without any impact to the operational support team on-site.

7.8.5 Project Services - Defined Projects

For the purposes of this bid, Defined Projects are those projects that are identified on the onset of the bid. At the time of the bid, the following defined projects are known and need to be planned and costed for by the prospective bidder:

- (i) Contract Transitioning In.
- (ii) Contract Transitioning Out.

(a) **Functional Requirements (Defined Projects – Transitioning in):**

- i. perform required due diligence in terms of the current operating environment at the commencement of the contract.
- ii. providing transitioning-in services within a period of at least 30 days after the commencement of the contract period. It is envisaged that the bidder will perform that transitioning- in activities with dedicated transitioning-in resources (e.g. "skeleton staff") and not necessarily the full complement of resources. As such the incumbent service provider will still be

required to provide full services up until the end of the incumbent's service provider contract.

- iii. providing a detailed plan (including roles and responsibilities of the bidder, the Department and the current service provider) with timeframes on how transitioning-in services will be provided, preferably 30 days prior to commencement of the contract period.
- iv. ensuring that during the transitioning-in period all tasks are implemented in line with the agreed plan between the Department and the bidder.
- v. ensuring that no services are disrupted during the transitioning-in period.
- vi. providing a costing (as provided for in the cost model) for the provision of transitioning-in services.

(b) Functional Requirement - Transitioning-Out services (Non-Costed project)

- i. providing transitioning-out services (including all necessary handovers) at the end of the contract period.
- ii. providing a detailed plan (including roles and responsibilities of the bidder, the Department and the new service provider) with timeframes on how transitioning-out services will be provided.
- iii. ensuring that during the transitioning-out period all tasks are implemented in line with the agreed plan between the Department and the bidder.
- iv. ensuring that no services are disrupted during the transitioning-out period.
- v. It is expected that the transitioning - out services will be undertaken by the successful bidder's already on-site resources at the end of the contract, and as such no cost will be incurred by the Department for transitioning-out services.

8 MINIMUM SERVICE LEVEL STANDARDS:

8.8 The table below stipulates the service levels, targets and penalties that will apply for Central Support Services.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
Central Support Services - Generic SLA's	Incidents: Call resolution quality	n/a	n/a	98% of all incidents not re-opened after resolution (including incidents related to a problem).	10% of the monthly Central Support Services tower cost.
	Service requests: Call resolution quality	n/a	n/a	98% of all service requests not re-opened after resolution.	10% of the monthly Central Support Services tower cost.
	Problem Management and Major Incidents: Root Cause Analysis Report	1 hour	40 hours	100% of all Root Cause Analysis reports provided within SLA timeframes.	10% of the monthly Central Support Services tower cost.
	Problem Management and Major Incidents: Root Cause Analysis recommendation implementation.	n/a	n/a	100% of all Root Cause Analysis approved recommendations implemented within agreed timeframes.	10% of the monthly Central Support Services tower cost.
	Performance Management:	n/a	daily, weekly, monthly	100% of all performance management reports	10% of the monthly Central

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	Overall performance management.			(including analysis and recommendations) provided within agreed SLA timeframes.	Support Services tower cost.
	Reporting	n/a	daily, weekly, monthly	100% of all reports provided within agreed SLA timeframes	10% of the monthly Central Support Services tower cost.
Infrastructure Layer Management (servers, storage, network, tape libraries)	Servers, Storage, Network, Tape Libraries: install, move, decommission	1 hour	16 hours	98% of all calls resolved within SLA timeframes.	15% of the monthly Central Support Services tower cost.
	Servers, Storage, Network, Tape Libraries: availability	n/a	n/a	99% infrastructure uptime	15% of the monthly Central Support Services tower cost.
	Servers, Storage, Network, Tape Libraries: service recovery (break-fix) – In warranty and does not require OEM (e.g. administration)	1 hour	4 hours	98% of all calls resolved within SLA timeframes.	15% of the monthly Central Support Services tower cost.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	Servers, Storage, Network, Tape Libraries: service recovery (break-fix) – In warranty and requires OEM (Vendor management)	1 hour	4 hours (plus maximum 6 hours for OEM)	98% of all calls resolved within SLA timeframes.	15% of the monthly Central Support Services tower cost.
	Servers, Storage, Network, Tape Libraries: software patch management	n/a	n/a	98% of all software patches implemented within approved change windows.	15% of the monthly Central Support Services tower cost.
	Servers, Storage, Network, Tape Libraries: software currency	n/a	As per agreed timeframes	100% compliance to the approved OEM software version (n-1), except in instances where the Department elects to remain with an older version of the software.	15% of the monthly Central Support Services tower cost.
	Configuration Management (Hardware and Software): Maintain (create, update and delete)	1 hour	16 hours	99% CMDB maintained after resolving call (at a minimum, measured by random sampling of a minimum of 100 CIs).	20% of the monthly Service Delivery Management tower cost.
	Configuration Management	n/a	n/a	99% CMDB accuracy (at a minimum,	20% of the monthly

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	(Hardware and Software): Accuracy			measured by random sampling of a minimum of 100 CIs).	Service Delivery Management tower cost.
Platform Layer Management (Microsoft platform, Citrix platform, software licence management)	Active Directory: create, change, delete	1 hour	8 hours	98% of all calls resolved within SLA timeframes.	10% of the monthly Central Support Services tower cost.
	Active Directory: service availability	n/a	n/a	99% services uptime per month.	20% of the monthly Central Support Services tower cost.
	Active Directory: service recovery (break-fix)	1 hour	4 hours	99% of all calls resolved within SLA timeframes.	20% of the monthly Central Support Services tower cost.
	Active Directory: service recovery (password resets)	15 minutes	1 hour	99% of all calls resolved within SLA timeframes.	20% of the monthly Central Support Services tower cost.
	Active Directory: software patch management	n/a	n/a	98% of all software patches implemented within approved change windows.	15% of the monthly Central Support Services tower cost.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	Active Directory: software currency	n/a	As per agreed timeframes	100% compliance to the approved OEM software version (n-1), except in instances where the Department elects to remain with an older version of the software.	15% of the monthly Central Support Services tower cost.
	Exchange: e-mail mail box create, change, delete	1 hour	8 hours	98% of all calls resolved within SLA timeframes.	15% of the monthly Central Support Services tower cost.
	Exchange: service availability	n/a	n/a	99% services uptime per month.	20% of the monthly Central Support Services tower cost.
	Exchange: service recovery (break-fix)	1 hour	4 hours	98% of all calls resolved within SLA timeframes.	20% of the monthly Central Support Services tower cost.
	Exchange: software patch management	n/a	n/a	98% of all software patches implemented within approved change windows.	15% of the monthly Central Support Services tower cost.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	Exchange: software currency	n/a	As per agreed timeframes	100% compliance to the approved OEM software version (n-1), except in instances where the Department elects to remain with an older version of the software.	15% of the monthly Central Support Services tower cost.
	SQL database: installation	1 hour	8 hours	98% of all calls resolved within SLA timeframes.	10% of the monthly Central Support Services tower cost.
	SQL database: service availability	n/a	n/a	99% services uptime per month.	20% of the monthly Central Support Services tower cost.
	SQL database: service recovery (break-fix)	1 hour	4 hours	98% of all calls resolved within SLA timeframes.	20% of the monthly Central Support Services tower cost.
	SQL database: software patch management	n/a	n/a	98% of all software patches implemented within approved change windows.	15% of the monthly Central Support Services tower cost.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	SQL database: software currency	n/a	As per agreed timeframes	100% compliance to the approved OEM software version (n-1), except in instances where the Department elects to remain with an older version of the software.	15% of the monthly Central Support Services tower cost.
	System Centre Servers, Desktops, Laptops - standard image management create, change, delete	n/a	n/a	100% compliance to the Departmental approved standard image stack.	20% of the monthly Central Support Services tower cost.
	System Centre: service availability	n/a	n/a	98% services uptime per month.	20% of the monthly Central Support Services tower cost.
	System Centre: service recovery (break-fix)	1 hour	8 hours	98% of all calls resolved within SLA timeframes.	20% of the monthly Central Support Services tower cost.
	System Centre: software patch management	n/a	n/a	98% of all software patches implemented within approved change windows.	15% of the monthly Central Support

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
					Services tower cost.
	System Centre: software currency	n/a	As per agreed timeframes	100% compliance to the approved OEM software version (n-1), except in instances where the Department elects to remain with an older version of the software.	15% of the monthly Central Support Services tower cost.
	System Centre: asset identification (e.g. SCCM)	n/a	n/a	98% of all assets discovered via System Centre (SCCM).	20% of the monthly Central Support Services tower cost.
	System Centre: asset accuracy (e.g. SCCM)	n/a	n/a	100% accuracy of assets, as contained CMDB.	20% of the monthly Central Support Services tower cost.
	System Centre: software deployment	n/a	n/a	98% of all software successfully deployed.	20% of the monthly Central Support Services tower cost.
	Citrix: service availability	n/a	n/a	99% services uptime per month.	25% of the monthly Central Support

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
					Services tower cost.
	Citrix: service recovery (break-fix)	1 hour	4 hours	99% of all calls resolved within SLA timeframes.	25% of the monthly Central Support Services tower cost.
	Citrix: software patch management	n/a	n/a	98% of all software patches implemented within approved change windows.	15% of the monthly Central Support Services tower cost.
	Citrix: software currency	n/a	As per agreed timeframes	100% compliance to the approved OEM software version (n-1), except in instances where the Department elects to remain with an older version of the software.	15% of the monthly Central Support Services tower cost.
	Software licence management: compliance to the Department's software license agreements and volume baselines.	n/a	n/a	100% compliance to the Department's software license agreements and volume baselines.	25% of the monthly Central Support Services tower cost.
	Backup: service availability	n/a	n/a	99% services uptime per month.	20% of the monthly

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
Data Centre Services Management (Backup, File & Print, Intranet & Internet Services)					Central Support Services tower cost.
	Backup: service recovery (break-fix)	1 hour	4 hours	99% of all calls resolved within SLA timeframes.	20% of the monthly Central Support Services tower cost.
	Backup: software patch management	n/a	n/a	98% of all software patches implemented within approved change windows.	15% of the monthly Central Support Services tower cost.
	Backup: software currency	n/a	As per agreed timeframes	100% compliance to the approved OEM software version (n-1), except in instances where the Department elects to remain with an older version of the software.	15% of the monthly Central Support Services tower cost.
	Backup: execution	n/a	daily, weekly, monthly, annually	100% of backups completed as per the approved backup procedures	25% of the monthly Central Support Services tower cost.
	Backup: testing	n/a	4 tests per annum	100% of all backups successfully tested	25% of the monthly Central

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
				as per the approved backup procedures.	Support Services tower cost.
	Backup: data recovery/restore from backup media	1 hour	16 hours	98% of all calls resolved within SLA timeframes.	25% of the monthly Central Support Services tower cost.
	File and Print: service availability	n/a	n/a	98% services uptime per month.	20% of the monthly Central Support Services tower cost.
	File and Print: user data recovery/restore	1 hour	8 hours	98% of all calls resolved within SLA timeframes.	20% of the monthly Central Support Services tower cost.
	File and Print: software patch management	n/a	n/a	98% of all software patches implemented within approved change windows.	10% of the monthly Central Support Services tower cost.
	Intranet and Internet Services: Infrastructure availability	n/a	n/a	99% services uptime per month.	25% of the monthly Central Support Services tower cost.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	Intranet and Internet Services: service recovery (break-fix)	1 hour	4 hours	98% of all calls resolved within SLA timeframes.	25% of the monthly Central Support Services tower cost.
Central Support Services Tower Management	Service Performance improvement	n/a	4 reports per annum	100% of all quarterly reports (operational improvements) completed.	10% of the quarterly (3 months) Central Support Services tower cost.
	Processes and procedures	n/a	n/a	100% of all processes and procedures in place and continuously updated to reflect the current state.	10% of the monthly Central Support Services tower cost.
	Documentation (e.g. operational documentation, floor plans, architectural designs)	n/a	within 4 days after call resolved, but prior to call closure	100% of all documents in place and continuously updated to reflect the current state.	10% of the monthly Central Support Services tower cost.
	Projects implementation management	n/a	n/a	100% of all projects implemented in line with the approved statement of work (scope, timeframes, cost).	10% of the approved Statement of Work.

8.9 A maximum penalty of 30% per month will be applied when levying penalties for non-performance on the Central Support Services tower.

8.10 Notes when calculating Uptime Service Levels:

8.10.1 The Department strives for a system uptime of 99% on average. Uptime is considered a function of availability, calculated as $MTBF / (MTBF + MTTR)$ for scheduled working time.

8.10.2 Mean time between failure (MTBF) is defined as average time between failures that occur in a system. For the purpose of this tender MTBF is applicable only to major incidents, and will be calculated as follows:

MTBF = Total Uptime (measured in days since the last major incident) / number of major incidents

8.10.3 Mean time to Resolve (MTTR) is a measure as to how long it take to recover from a major incident. For the purpose of this tender MTBF is applicable only to major incidents, and will be calculated as follows:

MTTR = Total number of downtime (measured in hours) / number of major incidents

8.11 The table below stipulates the service levels, targets and penalties that will apply for **Service Delivery Management** services.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
Service Delivery Management Services	Overall processes, procedures and documentation – central repository.	n/a	5 days after document sign-off	100% of all processes, procedures and documentation stored in the Department's documentation repository.	15% of the monthly Service Delivery Management tower cost.
	Finance management (e.g. invoices)	n/a	80 hours	100% of all invoices due submitted after month end.	No financial penalty, however, service disputes may be imposed by the Department, should this service standard not be achieved.
	Overall Finances management (e.g. invoice reconciliations)	n/a	n/a	100% accuracy of all financial reconciliations.	No financial penalty, however, service disputes may be imposed by the Department, should this service standard not be achieved.
	Overall Reporting (executive	n/a	weekly, monthly	100% of all reports provided within	10% of the monthly Service Delivery

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	management reports)			agreed SLA timeframes.	Management tower cost.
	Change and Release Management: Approval of change and releases	n/a	n/a	100% of changes and releases implemented with prior approval.	25% of the monthly Service Delivery Management tower cost.
	Configuration Management (Hardware and Software): Maintain (create, update and delete)	1 hour	16 hours	99% CMDB maintained after resolving call (at a minimum, measured by random sampling of a minimum of 100 CIs).	30% of the monthly Service Delivery Management tower cost.
	Configuration Management (Hardware and Software): Accuracy	n/a	n/a	99% CMDB accuracy (at a minimum, measured by random sampling of a minimum of 100 CIs).	30% of the monthly Service Delivery Management tower cost.
	Overall Service Performance improvement	n/a	4 reports per annum	100% of all quarterly reports (operational improvements) completed.	10% of the quarterly Service Delivery Management tower cost.
	Service Management: Supported	n/a	Daily, weekly, monthly	<7 seconds overall response time	10% of the monthly Central Support

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	application Performance CSS services should at all times conform at a service threshold of seven (7) seconds.			(per screen transition) for all supported business applications and related services.	Services tower cost.
	Service Delivery Management: Bidder Representative(s)	n/a	n/a	100% availability of the Service Delivery Management Team resource unless unavailability has been approved and contingencies in place.	20% of the monthly Service Delivery Management tower cost.

8.11.1 A maximum penalty of 30% per month will be applied when levying penalties for non-performance on the Service Delivery Management services tower.

8.12 The table below stipulates the service levels, targets and penalties that will apply for **Project Services**.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
Transitioning-In services	Provision of a detailed plan (including roles and responsibilities of the bidder, the Department and the current service provider) with timeframes on how Transitioning-In services will be provided	1 day	10 days	Detailed Plan issued within SLA timeframes	5% of the Transitioning-in services amount.
	Transitioning-in services - implementation	n/a	n/a	100% of Transitioning-In services implemented in line with the approved plan.	15% of the Transitioning-In services amount.
Transitioning-Out services	Provision of a detailed plan (including roles and responsibilities of the bidder, the	1 day	10 days	Detailed Plan issued within SLA timeframes	25% of the monthly Service Delivery Management tower cost.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	Department and the current service provider) with timeframes on how Transitioning-Out services will be provided				
	Transitioning-Out services - implementation	n/a	n/a	100% of Transitioning-out services implemented in line with the approved plan.	25% of the monthly Service Delivery Management tower cost.
Other Projects to be initiated during the contract period	Overall Projects - issuing of statement of work authorisations	1 day	5 days	100% of all statement of work authorisations issued within SLA timeframes.	5% of the value of the statement of work authorisation.
	Overall Projects - implementation management	n/a	n/a	100% of all projects implemented in line with the approved statement of work (scope, timeframes, cost) and Departmental Project Management Framework.	10% of the value of the statement of work authorisation.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	Overall Projects - documentation	n/a	n/a	100% of all project's documentation stored in the Department's project documentation repository.	10% of the value of the statement of work authorisation.
	Overall Project Finances management (e.g. invoices)	n/a	Project invoices – within agreed timeframes	100% of all invoices due submitted within agreed timeframes.	No financial penalty, however, service disputes may be imposed by the Department, should this service standard not be achieved.
	Overall Projects - status reporting (e.g. project status reporting)	n/a	weekly, monthly	100% of all reports provided within agreed SLA timeframes.	10% of the monthly Service Delivery Management tower cost.

8.12.1 A maximum penalty of 30% per month will be applied when levying penalties for non-performance on the Project services tower.

SECTION 10: FUNCTIONALITY

1. CONDITION FOR EVALUATION

1.1 Bidders must comply with this section as they form the basis for scoring a bidder's proposal. In order for a bidder to qualify to be evaluated for functionality, a bidder must not have been disqualified on compliance with any prequalifying conditions or mandatory requirements preceding this phase of the evaluation.

1.2 The bid will be evaluated in four (4) phases:

1.2.1 SCM Pre-Qualification Criteria

1.2.2 Technical Mandatory Requirement

1.2.3 Technical Functional Criteria

1.2.4 Price and B-BBEE

1.3 A panel representing the Department will evaluate the proposals received according to a set of evaluation criteria. In respect to the evaluation matrix, the prospective service bidders will be rated from 0 to 3 in that:

Score	Meaning	Explanation
0	Non responsive	Does not comply / no evidence / no reference / no information / no inputs / irrelevant response.
1	○ Poor response	<ul style="list-style-type: none">• Meets some, but not all of the minimum requirements.• Evidence not enough to substantiate the requirement.
2	○ Good response	<ul style="list-style-type: none">• Fully meets and complies with the specification requirements.• Evidence substantiates the requirements.
3	○ Excellent Response	<ul style="list-style-type: none">• Fully meets and complies with the specification requirements.• Evidence substantiates the requirement.• Additional innovation, best practice standards, benchmark models and better service offerings provided.

- 1.4 In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.
- 1.5 Bidders that score less than (sixty seven) **67%** in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further.
- 1.6 The following items will be evaluated and scored. Bidders must substantiate each aspect of their response. Bidders must clearly reference their substantiation in their bid response in specific terms (e.g. reference to schedule, section and page number of their bid response, etc.).

N o.	Criteria	% Weight				
		0	1	2	3	
1.	Overall Bidder Experience					20%
2.	Central Support Services – Infrastructure Layer Management					15%
3.	Central Support Services – Platform Layer Management					15%
4.	Central Support Services – Data Center Services					15%
5.	Central Support Services – Cloud Services					15%
6.	Transitioning-Out Services					5%
7.	Service Delivery Management Services – IT Operations Management					10%
8.	Service Delivery Management Services – Project Management					5%
TOTAL						100%

- 1.7 The following items will be evaluated and scored. Bidders must substantiate each aspect of their response. Bidders must clearly reference their substantiation in their bid response in specific terms (e.g. reference to schedule, section and page number of their bid response, etc.). The Department will NOT provide a score for a specific item should the bidder (i) not substantiate their response or (ii) inaccurately reference their response substantiation in their bid response. (refer to SCC section).

In view of the functional requirements, the size of the organization's ICT environment, the number of and geographically distributed nature of the Department's offices, and the stipulated service level standards, describe, taking into account all the information provided in the specifications, your organisation's experience relating to the following Service Towers:

- **Central Support Services (Overall Management):** indicate (i) **briefly** your experience (**specifically related to these services**) and (ii) in which customer organisations you have successfully provided the above services.
- **Service Delivery Management Services:** indicate (i) **briefly** your experience (**specifically related to these services**) and (ii) in which customer organisations you have successfully provided the above services.

Your response to the above must:

- indicate (i) briefly your experience and (ii) in which customer organisations you have successfully provided the above services.
- Your response must include:
 - the name of the organisation(s) (a minimum of 2), within the Republic of South Africa.
 - a signed letter of confirmation from each organisation where these services have been rendered, which is not older than 10 years ago.
 - each organisations relevant contact person and their contact details.
- Bidders must indicate their OEM accreditation at an organisational level in respect of the bid requirements.

For the purpose of evaluating the functional requirement above, the rating scale, as shown in the table below, will be used for evaluating each qualifying bid response.

Scoring Guideline		
Score	Total Years of Relevant Experience	No. of Relevant Customer Organisations
0	No relevant experience	No relevant customers
1	Less than 3 years	1 customer
2	3 years, but less than 5 years	2 or more customers

3	5 years or more	2 or more customers
Have you (the bidder) substantiated your response?		YES
		NO
Indicate the corresponding paragraph that specifically substantiates responses in your bid response.		

1.7.2	Central Support Services - Infrastructure Layer Management	15%
--------------	---	------------

The management of the Infrastructure Layer that forms part of Central Support Services is considered highly important to the Department for Service Continuity.

Taking into account all the information provided in the specifications, describe:

- how will you manage Availability within the stipulated service level standards?
- how will you manage Capacity within the stipulated service level standards?
- how will you manage Performance within the stipulated service level standards?
- indicate in which customer organisations you have successfully provided Availability, Capacity and Performance management services. Your response must include:
 - the name of the organisation (a minimum of 2).
 - the bidder is to provide proof of Service Level Performance exceeding an average of above 70%. This proof must be in the form of a signed letter from each organisation indicating that this Service Level Performance has been achieved, and which is not older than 10 years ago. The letter must include the organisations relevant contact person and their contact details.
 - information that substantiates your success in respect of providing the above services.

For the purpose of evaluating the functional requirement above the rating scale, as shown in the table below, will be used for evaluating each qualifying bid response.

Score	Service Level Performance
0	Not stated
1	70% and below
2	71% - 89%
3	90% and above

	Have you (the bidder) substantiated your response?	YES	NO
	Indicate the corresponding paragraph that specifically substantiates responses in your bid response.		

The management of the Platform Layer that forms part of Central Support Services is considered highly important to the Department for Service Continuity.

Taking into account all the information provided in the specifications, describe:

- how will you manage Availability within the stipulated service level standards?
- how will you manage Capacity within the stipulated service level standards?
- how will you manage Performance within the stipulated service level standards?
- indicate in which customer organisations you have successfully provided Availability, Capacity and Performance management services. Your response must include:
 - the name of the organisation (a minimum of 2).
 - bidder is to provide proof of a Service Level Performance exceeding an average of above 70%. This proof must be in the form of a signed letter from each organisation indicating that this Service Level Performance has been achieved, which is not older than 10 years ago. The letter must include the organisations relevant contact person and their contact details.
 - information that substantiates your success in respect of providing the above services.

For the purpose of evaluating the functional requirement above the rating scale, as shown in the table below, will be used for evaluating each qualifying bid response.

Score	Service Level Performance
0	Not stated
1	70% and below
2	71% - 89%
3	90% and above

Have you (the bidder) substantiated your response?

YES

NO

Indicate the corresponding paragraph that specifically substantiates responses in your bid response.

The management of the Data Center Services that forms part of Central Support Services is considered highly important to the Department for Service Continuity.

Taking into account all the information provided in the specifications, describe:

- how will you manage Availability within the stipulated service level standards?
- how will you manage Capacity within the stipulated service level standards?
- how will you manage Performance within the stipulated service level standards?
- indicate in which customer organisations you have successfully provided Availability, Capacity and Performance management services. Your response must include:
 - the name of the organisation (a minimum of 2).
 - bidder is to provide proof of a Service Level Performance exceeding an average of above 70%. This proof must be in the form of a signed letter from each organisation indicating that this Service Level Performance has been achieved, which is not older than 10 years ago. The letter must include the organisations relevant contact person and their contact details.
 - information that substantiates your success in respect of providing the above services.

For the purpose of evaluating the functional requirement above the rating scale, as shown in the table below, will be used for evaluating each qualifying bid response.

Score	Description	Service Level Performance
0	poor	Not stated
1	average	70% and below
2	good	71% - 89%
3	excellent	90% and above

Have you (the bidder) substantiated your response?		YES	NO
Indicate the corresponding paragraph that specifically substantiates responses in your bid response.			

The Department will be utilizing Cloud Services in a Hybrid environment, in which ICT services are accurately defined and published with specified turnaround times.

Taking into account all the information provided in the specifications, describe:

- How will you go about collecting cloud resource information on the performance of operational servers, storage and networks?
- How will you monitor the dead/alive status of each service in the event of a natural disaster and enable disaster recovery?
- How will you manage the Cloud service provider to ensure maximum uptime?
- indicate (i) your experience on the above questions **(specifically related to hybrid cloud services)**, and (ii) in which customer organisations you have successfully provided the above services. Your response to the above must:
 - indicate (i) briefly your experience and (ii) in which customer organisations you have successfully provided the above services. Your response must include:
 - the name of the organisation(s) (minimum of 2), within the Republic of South Africa, where these services were delivered to a minimum of 10 000 users.
 - a signed letter of confirmation from each organisation where these services have been rendered with a minimum contract duration of 2 years, and which is not older than 5 years ago.
 - each organisations relevant contact person and their contact details.

Rating	Description	Reference Letters
0	poor	-
1	average	1 reference letter
2	good	2 reference letters
3	excellent	3 reference letters

Have you (the bidder) substantiated your response?

YES

NO

Indicate the corresponding paragraph that specifically substantiates responses in your bid response.

The manner in which the bidder will perform the Contract Transitioning (Transitioning-Out) is considered critical to the Department. Taking into account the functional requirements related to Contract Transitioning (Transitioning-Out) services, describe for:

(i) Transitioning-Out Services:

a) how will you meet all functional requirements for Contract Transitioning-Out services at the end of the contract period?

- please provide a draft project plan detailing the activities, the roles and responsibilities (bidder, Department and new incumbent), and the timeframes to be executed during the Contract Transitioning-Out period.

Scoring Guidelin e	Transitioning-In Services and Transitioning-Out Services			
	<ul style="list-style-type: none"> • Response to Transitioning-Out Services Functional Requirements not provided. 	<ul style="list-style-type: none"> • Response to Transitioning-Out Services Functional Requirements provided. • Does not clearly indicate how Transitioning-Out Services Functional Requirements will be achieved. 	<ul style="list-style-type: none"> • Response to Transitioning-Out Services Functional Requirements provided. • Clearly indicates in detail how Transitioning-Out Services Functional Requirements will be achieved. 	<ul style="list-style-type: none"> • Response to Transitioning-Out Services Functional Requirements provided. • Clearly indicates in detail how Transitioning-Out Services Functional Requirements will be achieved. • Also indicates how Transitioning-Out Services will be fast tracked (provided in the shortest possible timeframe), with

				the required quality.	
Score	0	1	2	3	
Have you (the bidder) substantiated your response?			YES	NO	
Indicate the corresponding paragraph that specifically substantiates responses in your bid response.					

1.7.7	Service Delivery Management Services – IT Operations Management		10%											
<p>The management of the overall technical performance of the Central Support Services is considered highly important to the Department for Service Continuity.</p> <p>Taking into account all the information provided in the specifications, describe:</p> <ul style="list-style-type: none"> ○ How will you perform capacity management and reporting? ○ How will you perform technical performance management and reporting (Specifically using HPE BSM and RUM toolsets)? ○ How will you ensure continuous improvement of the Central Support Services environment? ○ Indicate in which customer organisations you have successfully provided Availability, Capacity and Performance management services. Your response must include: <ul style="list-style-type: none"> ○ the name of the organisation (a minimum of 2). ○ bidder is to provide proof of a Service Level Performance exceeding an average of above 70%. This proof must be in the form of a signed letter from each organisation indicating that this Service Level Performance has been achieved, which is not older than 10 years ago. The letter must include the organisations relevant contact person and their contact details. ○ information that substantiates your success in respect of providing the above services. <p>For the purpose of evaluating the functional requirement above the rating scale, as shown in the table below, will be used for evaluating each qualifying bid response.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Score</th> <th>Service Level Performance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td>Not stated</td> </tr> <tr> <td style="text-align: center;">1</td> <td>70% and below</td> </tr> <tr> <td style="text-align: center;">2</td> <td>71% - 89%</td> </tr> <tr> <td style="text-align: center;">3</td> <td>90% and above</td> </tr> </tbody> </table>					Score	Service Level Performance	0	Not stated	1	70% and below	2	71% - 89%	3	90% and above
Score	Service Level Performance													
0	Not stated													
1	70% and below													
2	71% - 89%													
3	90% and above													
Have you (the bidder) substantiated your response?			YES	NO										
Indicate the corresponding paragraph that specifically substantiates responses in your bid response.														

1.7.8

Service Delivery Management Services - Project Management**5%**

The successful implementation of projects for Central Support Services is considered highly important to the Department. The Department follows a set standard (PMBOK, Prince II) for Project Management.

Taking into account all the information provided in the specifications, describe:

- how will you go about planning, coordinating, and executing projects according to specific requirements and constraints?
- how will you complete the project on time and within budget?
- indicate (i) your experience on the above questions (**specifically related to the scope of this bid**), and (ii) in which customer organisations you have successfully provided the above services. Your response to the above must:
 - indicate (i) briefly your experience and (ii) in which customer organisations you have successfully provided the above services. Your response must include:
 - the name of the organisation(s) (minimum of 2), within the Republic of South Africa.
 - a signed letter of confirmation from each organisation where these services have been rendered with a minimum contract duration of 2 years, and which is not older than 5 years ago.
 - each organisations relevant contact person and their contact details.

Rating		Description	Reference Letters
0		poor	-
1		average	1 reference letter
2		good	2 reference letters
3		excellent	3 reference letters

Have you (the bidder) substantiated your response?	YES	NO
---	------------	-----------

Indicate the corresponding paragraph that specifically substantiates responses in your bid response.	
---	--

SECTION 6: PRICING & BEE (SBDs) AND PRICING SCHEDULES

SBD 3.2 - PRICING SCHEDULE – FIRM PRICES ONLY

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED FOR CPIX AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

Name of Bidder:	Bid number: RFQ 06 - 2022
Closing Time: 11:00AM	Closing date: 04 October 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF RFQ.

IMPORTANT NOTES	
1.	BID PRICE/S MUST BE IN RSA CURRENCY AND MUST INCLUDE ALL APPLICABLE TAXES SUCH AS VAT.
2.	ALL THE FORMS MARKED SBD 3.1 MUST BE COMPLETED. BIDDERS MUST COMPLETE THE SOFT COPY PRICING SCHEDULE (ANNEXURE A). ALL PAGES TO THE PRICING SCHEDULE MUST BE IN PRINTED FORMAT AND MUST BE INITIALLED AT THE BOTTOM OF EACH PAGE AS FOR THE REST THE DOCUMENT.
3.	BIDDERS MUST FULLY COMPLETE ALL PRICING SCHEDULES.

Annexure A - Soft Copy Pricing Schedule

1. Refer to **Annexure A** for the Soft Copy Pricing Schedule.
2. Pricing composition (including VAT) is structured as follows in **Annexure A**:
 - Section A: Infrastructure Layer Management
 - Section B: Platform Layer Management
 - Section C: Data Centre Services
 - Section D: Service Delivery Management
 - Section E: Other Costs - provision has been made for other costs to be added by the bidder in order to meet all the requirements of the bid specifications.
 - Section F: Projects Cost - ceiling provision as provided by the Department. Bidders must not amend this amount and ensure that this amount is added to the total cost.